

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

BRIAN GLYNN,

Plaintiff,

v.

CIGNA HEALTH MANAGEMENT, INC.
AND CIGNA CORPORATION,

Defendants.

: Case No. 2:18-cv-02677-MSG

: (Filed via Electronic Case Filing System)

FILED

JUL 30 2018

KATE BARKMAN, Clerk
By _____ Dep. Clerk

**STIPULATION AND CONSENT MOTION TO DISMISS PROCEEDINGS WITHOUT
PREJUDICE TO ALLOW FOR ARBITRATION OF CLAIMS**

COMES NOW Plaintiff Brian Glynn (“Plaintiff”) and Defendants Cigna Health Management, Inc. and Cigna Corporation (collectively “Defendants”), by and through their undersigned counsel and pursuant to the Federal Arbitration Act (“FAA”), to respectfully move this Court to dismiss without prejudice the judicial proceedings pending arbitration. In support of their Motion, Plaintiff and Defendants state as follows:

1. Plaintiff was hired by Cigna Life Insurance Company of New York (“CLICNY”) in January 2014 as an Underwriting Senior Specialist.
2. On January 16, 2014, Plaintiff executed an agreement requiring the arbitration of any employment-related legal claims. *See Exhibit A, Brian Glynn Acknowledgement.*
3. Plaintiff’s employment was terminated on August 2, 2016.
4. The parties agree that the CIGNA Companies’ Employment Dispute Arbitration Policy (“Arbitration Agreement”) is valid and enforceable. Moreover, under the agreement, Plaintiff must pursue his claims through binding arbitration, subject to this Court’s limited review of arbitration proceedings under the FAA. *See, e.g., 9 U.S.C. § 10. See Exhibit B, Arbitration Agreement.*

5. Accordingly, the parties respectfully request that this Court dismiss without prejudice the instant judicial proceedings to allow the parties to resolve Plaintiff's claims against Defendants through binding arbitration by a neutral third party arbitrator pursuant to the Arbitration Agreement.

6. The parties have consented to the use of electronic signatures on this stipulation.

WHEREFORE, Plaintiff and Defendants respectfully request that this Court grant the instant motion and dismiss without prejudice the judicial proceedings to allow for the arbitration of Plaintiff's claims.

Respectfully submitted,

/s/ Graham F. Baird

Graham F. Baird
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Attorney for Plaintiff
Brian Glynn

/s/ Wendy S. Buckingham

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Attorneys for Defendants
Cigna Health Management, Inc. and Cigna Corporation

Date: July 27, 2018

The foregoing stipulation is hereby approved by ORDER of the Court this ____ day of July, 2018.

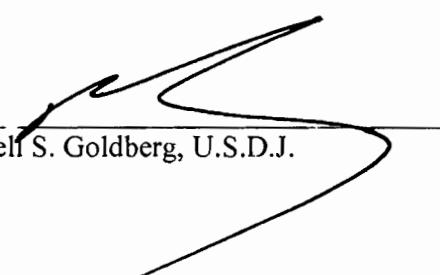

Mitchell S. Goldberg, U.S.D.J.

EXHIBIT A

EE verification link page

Employee ID 356012
Employee Name Brian Glynn
Date Signed 01/16/14 10:40:57AM
Employee Handbook Text Id 2013

Text Acknowledged

- I acknowledge I have reviewed the Cigna Employee Handbook, which outlines the policies, procedures, guidelines and programs which are available and applicable to all of the Cigna companies' employees.
- I understand a full text of (or additional detail about) specific policies, procedures and programs is posted on Cigna's intranet. I also understand and agree it is my responsibility to read the Employee Handbook and to review the full text of the policies, procedures and programs on Cigna's intranet sites as appropriate, and to abide by the rules, policies and standards of the Cigna entity with which I am employed.
- I understand and agree employment with Cigna is at-will, that is, it is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or by Cigna and no oral or written statement by any Cigna employee or in any of Cigna's policies, procedures, guidelines or programs is intended to, or can, alter my status as an employee-at-will.
- I understand I may request a paper copy of the Handbook from my Employee Relations Consultant.
- I understand I must abide by ALL of Cigna's policies, including the Cigna Code of Ethics and Principles of Conduct, the Communications and Social Media policy, HIPAA, privacy and confidentiality policies, the information protection policies, the tobacco-free policy, the equal employment opportunity and anti-harassment policies, and the illegal drugs policy.
- I understand I must protect Cigna's intellectual property, and the company may monitor my use of company property such as telephones and computers, including reading emails, and that I have no expectation of privacy in connection with any information located or stored within Cigna facilities or equipment.
- I understand if, at any time during my employment at Cigna, I change status (i.e., regular to hourly or hourly to regular), I am to abide by the Cigna policies, procedures and programs referred to and incorporated in the Handbook for my respective employment status.
- I understand and agree to notify my manager immediately if I am convicted of a misdemeanor or a felony other than a minor traffic violation. If I drive a vehicle on behalf of the company, however, I also agree to immediately report to my manager if my driver's license is revoked or suspended, as well as promptly notify my manager of all summonses received for moving violations during the operation of a company vehicle or a vehicle leased for company business.
- I understand and agree if I received any overpayments from the company such as short-term disability, workers compensation overpayments for PTO taken that I have not earned, or any other overpayment, or if I owe the company money for any reason, including any outstanding unpaid charges, including outstanding balances and/or finance charges on my corporate credit card, the company will deduct any overpayments or monies owed from my salary to the extent permitted by law.
- I understand and agree any dispute between Cigna and me arising out of or relating to my candidacy for employment, my employment or termination of my employment with Cigna (with the exception of workers' compensation claims, unemployment insurance, state disability insurance and ERISA benefit claims), including claims of discrimination or claims related to wage and hour issues, shall be resolved under Cigna's Employment Dispute Arbitration Program, which includes final mandatory binding arbitration. I also understand the Cigna Companies Employment Dispute Arbitration Policy and the Cigna Companies Employment Dispute Rules and Procedures form a legally enforceable contract between Cigna and me. I also understand that claims and contested case proceedings brought before state agencies for the purpose of having the agency adjudicate the claim or award employee-specific relief are arbitrable under this Agreement. I understand under Cigna's Employment Dispute Arbitration Program, I am not permitted to raise class action, collective action or representative action claims and the arbitrator does not have the authority to consider such claims. I understand and agree any such arbitration between Cigna and me will be conducted pursuant to the Cigna Employment Dispute Arbitration Rules and Procedures in effect at the time such arbitration is commenced.
- I understand, other than my at-will status and my agreement to arbitrate, Cigna may revise or modify programs, policies and benefits plans from time to time, but those revisions will be communicated in writing.
- I understand Cigna routinely delivers information, including important notifications, electronically and I agree to accept these notifications electronically.

EXHIBIT B



Your Cigna Life

[Global Phone Directory](#)
[Search](#)
[Enterprise](#)
[Workplace & Culture](#)
[Careers & Performance](#)
[Returns & Rewards](#)
[Health & Well-being](#)

Your Cigna Life > English > Workplace & Culture > Workplace Policies > Employee Policies & Programs > Employment dispute resolution program

Employment dispute resolution program

How can I handle a work conflict?

Cigna strives to treat its employees equitably. We maintain formal methods for you to bring employment-related problems or concerns to the attention of management. Cigna believes it is not in the best interest of either its employees or Cigna for third parties to intervene in dealings between managers and employees. Cigna's human resources staff develops procedures and practices to maintain a positive working environment, to encourage communication between employees and management, to resolve employment-related problems and to deal with third-party intervention.

To help Cigna maintain a positive work environment, Cigna has an Employment Dispute Resolution program. In most cases, before you start the program, you should discuss your work-related concerns directly with your manager and/or your Human Resources Generalist. The Employment Dispute Resolution Program consists of two processes, one internal and one external, which are mandatory and provide employees an effective means for resolving work-related conflicts while improving the lines of communication.

If you sign an Agreement & Release at any time either before filing or during the process, you will waive your rights to pursue any remedies under the Cigna Employment Dispute Resolution Program (Speak Easy and Arbitration and Mediation Processes).

Speak Easy

Speak Easy has been designed for discreetly raising matters not resolved with your management, such as treatment as an employee, perceived harassment, discrimination, manager/employee disputes, or work environment issues. A Speak Easy review and investigation will be conducted by an Employee Relations Consultant who has not been directly involved in the situation. However, it is important to note that this process typically should only be used after you have attempted to resolve your issues/concerns with your manager. Your issues will be kept as confidential as possible without compromising the impartial investigation and review by an Employee Relations Consultant.

Speak Easy process overview

You are encouraged to speak with your manager and/or manager's manager regarding your issues/concerns to attempt to resolve them prior to filing a Speak Easy. If you are unable to resolve your concerns with your manager or the next level manager, you can submit a Speak Easy request, which will be reviewed and investigated by an Employee Relations Consultant. The Speak Easy must be filed within 45 days from when the issue occurs. You can complete the Speak Easy form without first discussing it with your management, if you have concerns about the sensitivity or confidentiality of your issue.

To file a Speak Easy, complete and submit a formal statement about your work-related concern, including the resolution that you are seeking. Click on the Speak Easy Procedures and Form. You must complete all of the required information on the form and then mail, fax, or email the completed form and any supporting documentation to Cigna Employee Relations, Speak Easy Administrator (TL05S), 1601 Chestnut Street, Philadelphia, PA 19192, Fax 866 870.0284. Email Employee_Relations_Fax@cigna.com.

You must make yourself available by phone to personally discuss your issues with the Employee Relations Consultant. You cannot be represented by a third party as part of this process.

If you become aware of potential violations or have concerns regarding possible ethics or legal compliance issues, contact the Ethics Hotline at 1.800.472.8348.

Mediation and Arbitration policy

Mediation and Arbitration Process overview

Cigna's policy is that all serious employment related disputes that can not be resolved internally through the Speak Easy process must be decided by Mediation or Arbitration, and not in court. Mediation and Arbitration are the final options for resolving your work-related complaint. They replace the slow, expensive process of litigating a case in court. However, in order to pursue mediation or arbitration, your claim must still have a legal basis and would otherwise qualify to be heard in court.

Mediation is not available for all disputes and is not a mandatory first step. Cigna must agree to mediation before it can proceed. If Cigna declines mediation, or if you decide not to proceed with a requested mediation, you must then go to arbitration.

Under mediation, both you and Cigna agree to come together to try to resolve your complaint through the use of an impartial external mediator chosen by the parties. The mediation will be conducted under the Companies' Arbitration Rules and Procedures. The mediator will talk to both you and Cigna's representative to help the parties reach an agreeable resolution. The mediator cannot force a settlement. Both parties must agree to the terms of the resolution.

If the dispute does not go to or is not resolved in mediation, arbitration is mandatory and the final step. Arbitration allows serious work-related disputes to be reviewed and determined by a neutral external arbitrator, selected by the parties, who is an expert in employment matters. The arbitrator acts as a judge and issues a determination which is binding.

To begin the Mediation or Arbitration process, you should submit a demand for arbitration/ mediation within 30 calendar days of receiving the Speak Easy decision. Mail your letter certified to Employee Relations and enclose these items:

- A \$150.00 check or money order made payable to "Cigna Companies"
- A letter stating the issues, how they meet the requirements of the process and how you would like each issue resolved.
- A copy of the Speak Easy written decision
- The mailing address where you wish all correspondence to be sent
- A statement indicating whether you will have legal representation at the arbitration

You may change your mind about legal representation as long as you submit notice of your decision to the Arbitrator within 14 calendar days of the hearing.

The Employment Dispute Resolution Administrator will send you a copy of the Arbitration Rules & Procedures, along with a copy of the letter initiating the process with the American Arbitration Association ("AAA"). The Arbitration Rules generally follow the Model Employment Arbitration Procedures of the AAA, which is responsible for administering the arbitration. Your fee goes towards some of the AAA's administration costs. The Company will pay the remainder of the AAA's fees for handling the arbitration process, unless you wish to share in paying the remaining costs of the arbitration.

Nothing within the arbitration policy prevents you from resigning at your discretion. Nor does it prevent Cigna from terminating your employment at any time. Also, this policy does not prevent, prohibit or discourage you, or any employee, from filing a charge, participating in an investigation or seeking redress from the National Labor Relations Board, the Equal Employment Opportunity Commission or other federal agency.

If, at anytime either before filing or during the process you sign an Agreement & Release, you will waive your rights to pursue any remedies under the Cigna Employment Dispute Resolution Program.

Statement of policy

In the interest of fairly and quickly resolving employment-related disagreements and problems, and applying the important public policies expressed in the Federal Arbitration Act, 9 U.S.C. Sec. 1 et seq., the policy of the Cigna Companies is that arbitration by a neutral third party is the required and final means for the resolution of any serious employment-related legal claim not resolved by the Cigna Companies' internal dispute resolution processes.[*] This agreement to arbitrate serious employment related disagreements establishes a mutual obligation between you and the Company to be bound by any decision made by a neutral arbitrator. This policy is intended to prevent the Company and an employee from bringing employment-related disputes in court, it is not intended to take away any substantive rights from you or the Company. This policy does not prevent, prohibit or discourage an employee from filing a charge with, participating in an investigation of, or otherwise seeking redress from, the National Labor Relations Board (NLRB) Regional Office, the Equal Employment Opportunity Commission (EEOC), or any other federal administrative agency where Congress has determined that a party may seek resolution of a dispute before such an agency notwithstanding the existence of an agreement to arbitrate. Subject to this exception, however, any other contested case, proceeding or hearing brought before any state

governmental agency seeking adjudication of any claims covered by this policy or the award of remedies in connection with such claims must be resolved by Arbitration consistent with this Policy.

As a part of the arbitration process, an employee may request that the dispute be submitted to voluntary mediation before it is submitted to arbitration. If both parties agree that mediation might resolve the dispute, a mediation will be conducted under Cigna Companies' Arbitration Rules and Procedures ("Rules and Procedures").

This Cigna Companies Employment Dispute Arbitration Policy ("Arbitration Policy") and these Rules and Procedures form a contract between you and the Company that is governed by the Federal Arbitration Act (9 U.S.C. Section 1 et seq.). The agreement to arbitrate is a term and condition of the employment relationship between the Company and its employees. It is not, however, a guarantee that employment will continue for any specified period of time or end only under certain conditions.

Nothing contained in this policy limits in any way an employee's right to resign from employment with any of the Cigna Companies at any time for any reason or any Cigna Companies' right to terminate employment at any time for any reason.

The Company's policy regarding arbitration of employment related disputes will not be changed except in writing by the Executive Vice President, Human Resources and Services, and all changes will be available from Human Resources. The Company will distribute notice of all such changes. After a party has commenced proceedings under the Arbitration Policy and the Rules and Procedures, the Arbitration Policy and the Rules and Procedures cannot be changed by either you, the Company or the arbitrator except in writing signed by you and the Executive Vice President, Human Resources and Services of the Company. No change in the Arbitration Policy or in the Rules and Procedures will affect a party who has already started the arbitration process at the time the change is made, unless both the employee and the Company agree to the change in writing.

Scope of the arbitration procedure

This policy covers only serious employment-related disagreements and problems, which are those that concern a right, privilege or interest recognized by applicable law. Such serious disputes include, but are not limited to, claims, demands, disputes, controversies or actions under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Civil Right Act of 1991, the Equal Pay Act, the Age Discrimination in Employment Act, the Employee Retirement Income Security Act of 1974 (except for claims for employee benefits under any benefit plan sponsored by the Company and covered by the Employee Retirement Income Security Act of 1974 or funded by insurance), the Fair Labor Standards Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act, theft of trade secrets law, unfair competition and whistleblower laws, and any other federal, state or local statute, regulation, ordinance, or common law doctrine, regarding employment discrimination, retaliation, whistleblowing, conditions of employment, trade secrets, unfair competition or termination of employment. This policy is intended to substitute final and binding arbitration, which is intended to be quick, inexpensive and fair, for going to court, which often is slow and expensive. By accepting employment compensation or benefits, you and the Company have agreed to exclusively use only this Arbitration Policy and the applicable Arbitration Rules and Procedures. This means that you and the Company have agreed that all serious employment related disagreements and problems will be resolved solely through arbitration conducted under the Company's Arbitration Rules and Procedures, that you and the Company agree to waive the right to go to a court, and that neither the Federal Rules of Civil Procedure nor any other local, state or federal rules of court procedure will apply.

There shall be no class, collective or representative actions permitted. An arbitrator shall have no authority to hear claims or award damages to any person or entity who or which has not initiated arbitration and selected an arbitrator in accordance with the Company's Employment Dispute Rules and Procedures Rules and Procedures. Also, an arbitrator shall not have authority to consolidate claims or consider individual claims collectively on the ground that such actions promote efficiency or that the individual damages may be too small to proceed economically, except when there is an express written agreement between the Company and each of the employees that desire such consolidated or collective claims or when such agreement is on the stenographic record of the particular arbitration proceeding for which the agreement to consolidate or proceed collectively is made. In any jurisdiction where the right to bring collective or representative actions or claims may not be waived or made subject to individual arbitration, then any such collective or representative actions or claims shall, if joined with individual claims, be stayed pending arbitration of the individual claims. Either the Company or the employee may seek such a stay.

This policy does not require that the Company start the arbitration process before taking disciplinary action of any kind, including termination. This policy does, however, require that an employee who has a serious employment-related legal claim demand arbitration in accordance with the Companies' Arbitration Policy and its Arbitration Rules and Procedures rather than go to court, if the matter has not been resolved under the Companies' internal dispute resolution process or otherwise.

Similarly, if the Company has a legal claim against an employee, the Company must utilize the Arbitration Rules and Procedures that are a part of this policy rather than go to court.

Arbitration rules and procedures

An employee may obtain a copy of the Arbitration Rules and Procedures from a human resource representative at any time. **All employees are encouraged to obtain and review the Arbitration Rules and Procedures before disputes arise, as these Rules and Procedures must be followed to properly and timely commence arbitration and also describe important rights and obligations parties to the arbitration have.** These Rules and Procedures also describe the option of mediation, which also may be pursued if both parties to the dispute agree.

Pre-existing agreements to arbitrate

This policy replaces all pre-existing agreements to arbitrate between the employee and the Company. If any provision or portion this agreement to arbitrate is determined to be invalid or unenforceable in a legal forum with competent jurisdiction to so determine, the remaining provisions or portions of this agreement shall remain in full force and effect to the fullest extent permitted by law and the invalid or unenforceable provisions or portions shall be deemed to be reformed so as to give maximum legal effect to the agreements of the parties contained herein. If for any reason this policy is not valid or not enforceable, pre-existing agreements to arbitrate between the employee and the Company will remain in full force and effect.

[*]Throughout this policy, "employee" includes former Cigna Company employees and applicants for employment. As used herein "Cigna Companies" means Cigna Corporation and/or its subsidiaries. The "Company" means the specific Cigna subsidiary that employs the employee.

This page applies to U.S. employees

Additional Resources & Links

Select Resources

Cigna Collaboration Communities
Communications and Social Media
Policy
Global Risk Management
Global Security and Aviation

Information Governance
Catalog
Connect for Growth
Ethics and Compliance
Information Protection
Site Support & How To

My Healthy Life
Words We Use
www.cigna.com

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